

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by JIMMIE M. ZIMMERMAN and SALLY K. ZIMMERMAN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.054 of an acre (2,355 sq. ft.) tract of land out of the W. Kinkaid Survey, Abstract No. 374, and the W. Dugan Survey, Abstract No. 190, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached (with final, signed version to be provided prior to Closing). (**Parcel 75**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOURTEEN THOUSAND ONE HUNDRED THIRTY and 00/100 Dollars (\$14,130.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title on or before October 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

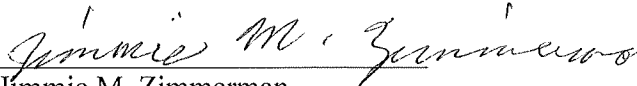
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

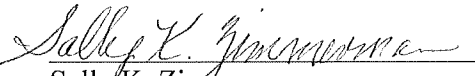
8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:


Jimmie M. Zimmerman Address: 1909 Tonkawa Trail
Round Rock, Texas 78681

Date: 10-01-21


Sally K. Zimmerman

Date: 10-1-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 75
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
May 17, 2021

PROPERTY DESCRIPTION FOR PARCEL 75

DESCRIPTION OF A 0.054 ACRE (2,355 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, AND IN THE W. DUGAN SURVEY, ABSTRACT 190, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, TONKAWA SPRINGS, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 316, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO JIMMIE M. ZIMMERMAN & WIFE, SALLY K. ZIMMERMAN, RECORDED SEPTEMBER 20, 1988 IN VOLUME 1710, PAGE 26, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.054 ACRE (2,355 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 87.93 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 382+56.06 on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, per plat recorded in Cabinet C, Slide 238, P.R.W.C.TX., for the northeast corner of Lot 4, of said Tonkawa Springs Subdivision, described in a deed to Albert W. Johnson, III & Jackie K. Johnson, recorded in Document No. 2011068725, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the northwest corner of Lot 3, of said Tonkawa Springs Subdivision, described in a deed to Brian Herbert Anderson recorded in Document No. 2016023994, O.P.R.W.C.TX.;

THENCE N 75°43'09" W, with the existing south right-of-way line of said Sam Bass Road, a distance of 185.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,167,919.19, E=3,117,518.42) set 66.78 feet right of Sam Bass Road E.C.S. 380+67.74 on the proposed south right-of-way line of Sam Bass Road, for the east corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 85°16'50" W, departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 5, a distance of 219.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 67.10 feet right of Sam Bass Road E.C.S. 378+44.54 on the existing east right-of-way line of Tonkawa Trail, a variable width right-of-way, per plat recorded in Cabinet C, Slide 316, P.R.W.C.TX., for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right, from which a 1/2-inch iron rod found, for the most westerly northwest corner of said Lot 5, bears with a curve to the left, an arc distance of 4.55 feet, through a central angle of 13°02'06", having a radius of 20.00 feet, and a chord that bears S 18°31'02" W, a distance of 4.54 feet;

2) **THENCE** departing the proposed south right-of-way line of said Sam Bass Road, with the existing east right-of-way line of said Tonkawa Trail and said curve to the right, an arc distance of 24.15 feet, through a central angle of 69°11'04", having a radius of 20.00 feet, and a chord that bears N 59°37'41" E, a distance of 22.71 feet to a 5/8-inch iron rod found on the existing south right-of-way line of said Sam Bass Road, for the most northerly northwest corner of said Lot 5 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 75
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4
May 17, 2021

THENCE departing the existing east right-of-way line of said Tonkawa Trail, with the existing south right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 3-4:

- 3) S 85°46'43" E, a distance of 117.30 feet to a 1/2-inch iron rod found, and
- 4) S 75°43'09" E, a distance of 84.74 feet to the **POINT OF BEGINNING**, and containing 0.054 acres (2,355 sq. ft.) of land, more or less

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary

05/17/2021 8:20:12 AM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

C.R. 175 (SAM BASS RD)
(VARIABLE WIDTH RIGHT-OF-WAY)
AS DEDICATED IN PLAT
CAB C, SLIDE 238
P.R.W.C. TX.

W. KINCAID SURVEY
ABSTRACT 374

SAM BASS ROAD
ENGINEER'S CENTERLINE

N88°52'25"E 375+00
888.24'

380+00

EXISTING ROW

SEE
DETAIL "A" SIGN
(75) (0.054 AC.)

WATER
VALVE

PROPOSED
ROW

L2

L3

10' ROAD
WIDENING
EASEMENT

P.O.B.
N=10, 167.919.19
E=3, 117.518.42
380+67.74
66.78' RT

75°43'09"W
185.87' W

74°11' W
480.61' W

P.O.C.
382+56.06
87.93' RT

PT 382+75.93

EXISTING ROW

S80°37'03"E
562.22'

RODOLFO URTEGAS
& SABRINA URTEGAS
VOL. 1915, PG. 875
O.R.W.C. TX.

ALAN RIORDAN & WIFE,
CANAY T. RIORDAN
DOC. NO. 2013032465
O.P.R.W.C. TX.

LOT 46
TONKAWA SPRINGS
CABINET C, SLIDE 316
P.R.W.C. TX.

LOT 47
TONKAWA SPRINGS
CABINET C, SLIDE 316
P.R.W.C. TX.

APPROXIMATE LOCATION
OF SURVEY LINE

TONKAWA TRAIL (VARIABLE WIDTH RIGHT-OF-WAY)
PER PLAT CAB C, SLIDE 238
P.R.W.C. TX.

JIMMIE M. ZIMMERMAN & WIFE,
SALLY K. ZIMMERMAN
RECORDED SEPTEMBER 20, 1988
VOL. 1710, PG. 26
O.R.W.C. TX.

LOT 5
TONKAWA SPRINGS
CABINET C, SLIDE 316
P.R.W.C. TX.

ALBERT W. JOHNSON, III
& JACKIE K. JOHNSON
DOC. NO. 2011068725
O.P.R.W.C. TX.

LOT 4
TONKAWA SPRINGS
CABINET C, SLIDE 316
P.R.W.C. TX.

BRIAN HERBERT ANDERSON
DOC. NO. 2016023994
O.P.R.W.C. TX.

LOT 3
TONKAWA SPRINGS
CABINET C, SLIDE 316
P.R.W.C. TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N85°16'50"W	219.44'
L2	S85°46'43"E	117.30'
(L2)	(N84°40'W)	(117.30')
L3	S75°43'09"E	84.74'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°02'06"LT	20.00'	4.55'	4.54'	S18°31'02"W
C2	69°11'04"RT	20.00'	24.15'	22.71'	N59°37'41"E
(C2)			(28.70')	(26.30')	(S54°14'W)

W. DUGAN SURVEY
ABSTRACT 190

FILE: \\sami\c\us\us\PROJECTS\1017038216\100\Survey\03Exhibit\75\PLAT\00P-75.dgn

PAGE 3 OF 4
REF. FIELD NOTE NO. 48871

EXISTING *2.220 AC. ACQUIRE 0.054 AC. REMAINING 2.166 AC. RIGHT



WILLIAMSON COUNTY, TEXAS

SAMI

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FOX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JIMMIE M. ZIMMERMAN & WIFE,
SALLY K. ZIMMERMAN
PARCEL 75
0.054 AC. (2,355 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◇ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

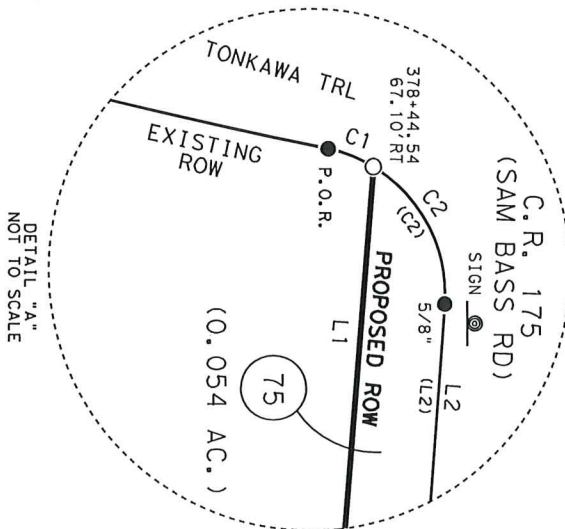
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

05/17/2021 8:20:18 AM

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS



FILE: \\saminc\ous\PROJECTS\1017038216\100\Survey\03Exhibit\ts\PLAT\00\p-75.dgn REF: FIELD NOTE NO. 48871

EXISTING *2.220 AC. ACQUIRE 0.054 AC. REMAINING 2.166 AC. RIGHT

SAM

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Building Two, Suite 100
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SHOWING PROPERTY OF
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PARCEL 75
0.054 AC. (2,355 SQ. FT.)